

AG Contract No. KR98-2301TRN
ADOT ECS File No. JPA 98-170
Project: RAM-600-2-522/H4865 01C
Section: SR-51, Shea Boulevard-Bell Road

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

87654

THIS AGREEMENT is entered into 7 July, 1999, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by the City Charter, Chapter II, Section 2.i. to enter into this agreement and has by resolution/ordinance, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to the landscape design currently being prepared by the State, the City requests the State enhance the landscape to the Squaw Peak (SR 51) from Shea Boulevard to Bell Road, generally between station 405+00 to station 419+50, hereinafter referred to as "the Project". The additional design, construction and construction engineering is estimated at \$19,296.00 for estimated design, and \$444,200.00 for estimated construction, which includes 14% construction engineering and administration, for a total estimated amount of \$463,496.00, all at City expense.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 23362
Filed with the Secretary of State
Date Filed: 07/07/99

Petrey Gayles
Secretary of State

By Vicky V. Graenewold

II. SCOPE OF WORK

a. The State will prepare to State standards, at the City's expense, design and construction plans for the Project above and beyond what is currently planned and submit them to the City for concurrence. Specifically:

i. Design landscaping and irrigation along the multi-use path from Gelding Drive to Paradise Lane Pedestrian Bridge west side, approximately 10 feet from the edge of the paving on the east side of the mainline walls. From Paradise Lane Pedestrian Bridge to Bell Road on the west side, including at the pedestrian bridge landings at Paradise Lane, and Bell Road. Landscaping will include planting, an automatic irrigation system and decomposed granite.

ii. Design additional landscaping between Acoma Drive and Hillery Road along 33rd Place, from multi-use path to curb.

iii. Landscape area from Station 367+50 to Greenway, west side, at berms and in addition to multi-use path landscaping.

iv. Add landscaping from Beverly Lane to Kings Avenue, east side, in addition to multi-use path landscaping.

v. Add trees along 36th Street, generally between station 405+00 to station 419+50.

b. After City concurrence of the plans, the Project will be constructed by the State. The State will be responsible for any design consultant or contractor claims for extra compensation attributable to the State.

c. The State will invoice the City upon execution of this agreement, for the estimated cost of design, construction, including 14% for construction engineering and administration, in an estimated total amount of \$463,496.00.

d. The City will remit to the State within 30 days after receipt of an invoice, the estimated cost of design, construction, including 14% for construction engineering and administration, in an estimated total amount of \$463,496.00. Be responsible for any design consultant or contractor claims for extra compensation attributable to the City.

e. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way, at the State's expense, which shall not include any water development fees.

f. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

g. After construction the State will maintain the landscaping and irrigation system, generally within the Control of Access, as designated on the Landscape Maintenance Exhibit, attached hereto and made a part hereof.

h. After construction, the City shall maintain the irrigation system generally outside the Control of Access as designated on the Landscape Maintenance Exhibit, including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and

other pests, pruning and replanting as required to maintain the landscaping. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic.

i. All planned work within the control of access shall be requested through the State's Phoenix, Maintenance District Permits Office.

j. Upon completion of the design and construction of the Project, the State will invoice or reimburse the City any difference between the amount paid by the City and the actual costs for design, construction, including 14% construction engineering and administration, and include a detailed recapitulation of costs with the invoice.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, MD 616E
Phoenix, AZ 85007

City of Phoenix
Deputy City Manager
200 W. Washington
Phoenix, AZ 85003-1611

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PHOENIX, a Municipal
Corporation, Frank Fairbanks, City Manager

STATE OF ARIZONA
Department of Transportation

By *Jack Tevlin*
JACK E. TEVLIN
Deputy City Manager

By *Victor M. Mendez*
VICTOR M. MENDEZ, P.E.
Deputy State Engineer

ATTEST

By *Vicky Miel*
VICKY MIEL
City Clerk

Approved as to form

Michael D. Hawn
ACTING City Attorney *WTH*

98-170 doc
20Oct98

WTH
10 OCT 1998 14:14
CITY CLERK DEPT.

RESOLUTION

BE IT RESOLVED on this 21st day of September 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Phoenix, for the purpose of defining responsibilities to enhance landscape construction and maintenance on Squaw Peak Highway (SR 51) from Shea Boulevard to Bell Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for MARY E. PETERS, Director

DATE	BY	PROJECT NO.	DATE	BY
9	100	RAM 600-2-403		
SR 311A DTD				

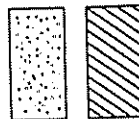
MAINTENANCE EXHIBIT

ADOT CONSTRUCTION PROJECT RAM-600-2-403/051 MA 010/H486501C
JPA - 98-170

SHEA BLVD - BELL RD
SEPTEMBER 17, 1998

THIS EXHIBIT DEFINES THE OF MAINTENANCE RESPONSIBILITY FOR THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF PHOENIX. THE DELINATED AREAS APPLY TO RESPONSIBILITY FOR MAINTENANCE OF LANDSCAPE PLANT MATERIAL, INERT GROUND COVER AND AUTOMATIC IRRIGATION SYSTEMS.

DEPARTMENT OF TRANSPORTATION MAINTAINED AREA
AREA = 92.02 ACRES
CITY OF PHOENIX MAINTAINED AREA
AREA = 20.19 ACRES



DATE	BY	PROJECT NO.	DATE	BY
9	100	RAM 600-2-403		
SR 311A DTD				
ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION			95% NOT FOR CONSTRUCTION OR RECORDING	
DRAFT			DRAFT	
MAINTENANCE EXHIBIT			MAINTENANCE EXHIBIT	
SHEA BLVD - BELL RD			SHEA BLVD - BELL RD	
SR 51			SR 51	
TRACS NO. H4856 01C			TRACS NO. H4856 01C	
OF			OF	



STA 248+50 MATCHLINE

~~CHOLLA~~

~~SECRET~~

ALL CULDE SAC LANDSCAPING SHALL BE
MAINTAINED BY THE CITY OF PHOENIX

DESERT COVE AVE

NORCER LAKE

MATCHLINE **STA 219+00**

NOT MAINTAINED

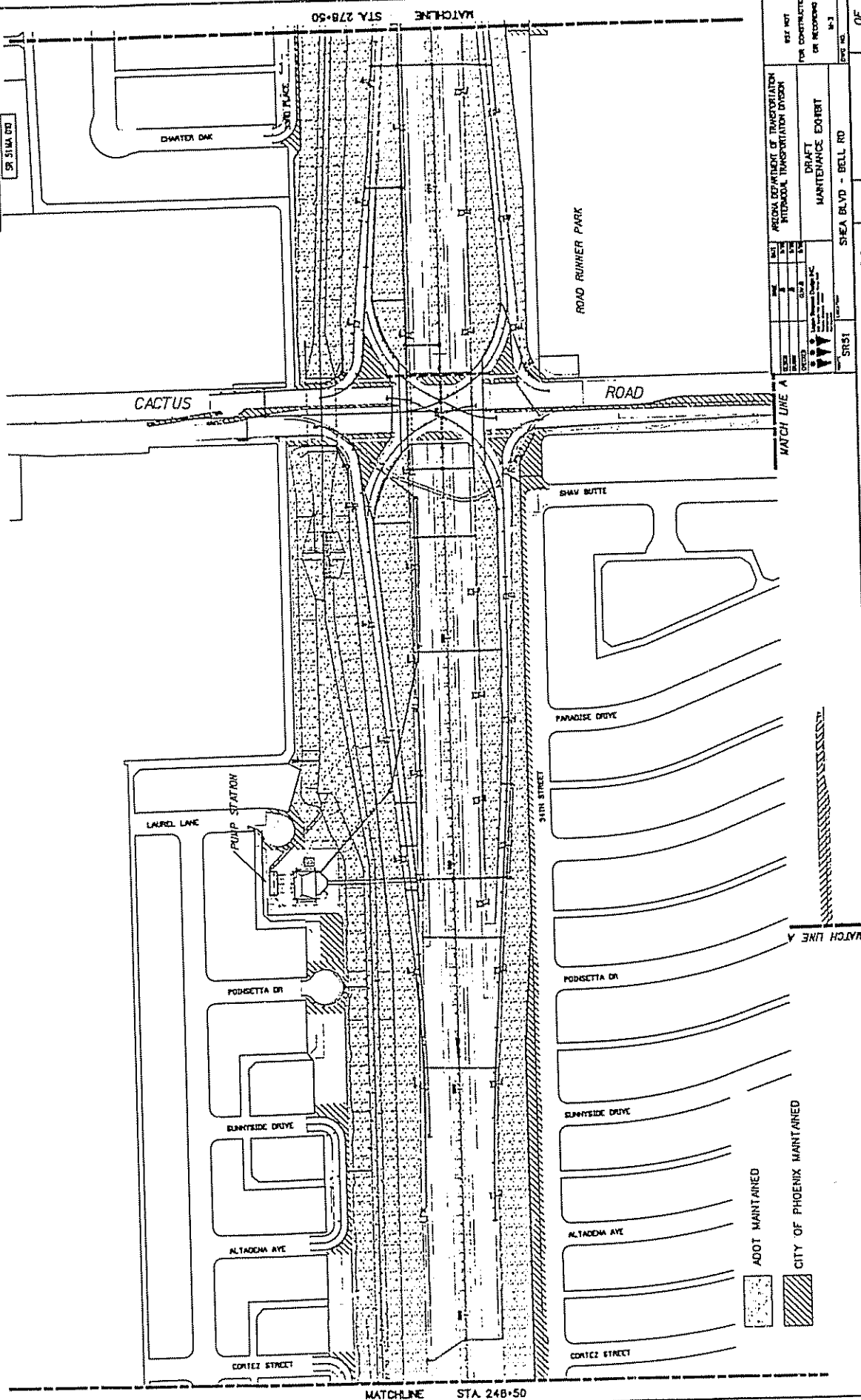
CITY OF PHOENIX MAINTAINED

[illegible]

TRACS NO. 4858 OYC

30

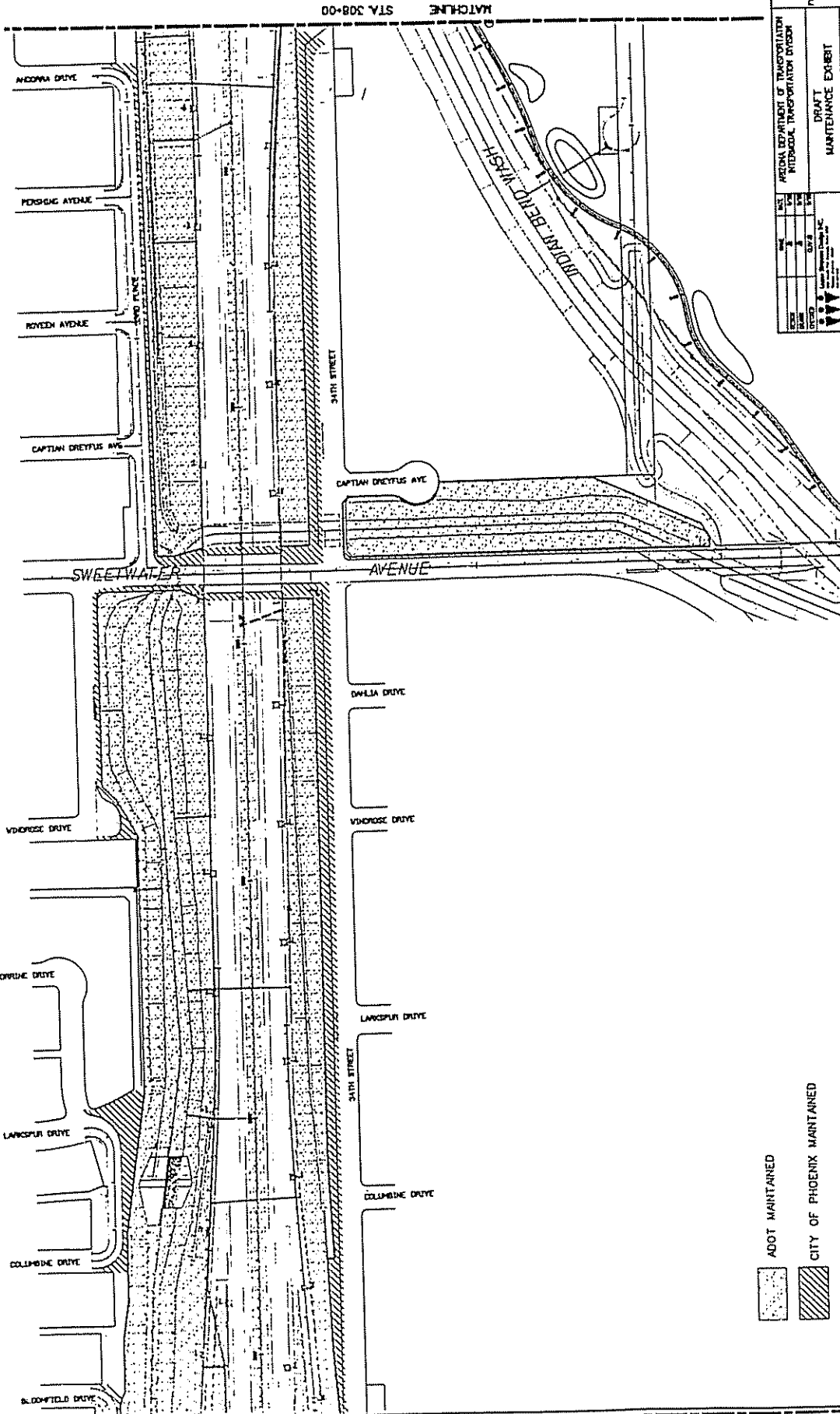
TABLE	FIGURE	PROJECT NO.	DATE	BY	REMARKS
1	1	SR 515A 072			



REGIONAL TRANSPORTATION DIVISION		DRAFT		MAINTENANCE EXHIBIT	
SPEA BLVD - BELL RD		SR 51		TRACS NO. 4856 01C	
VIEW NOT FOR CONSTRUCTION OR RECORDING		DATE 10-1-10		OF	

CONSTRUCTION DISPLAY ON

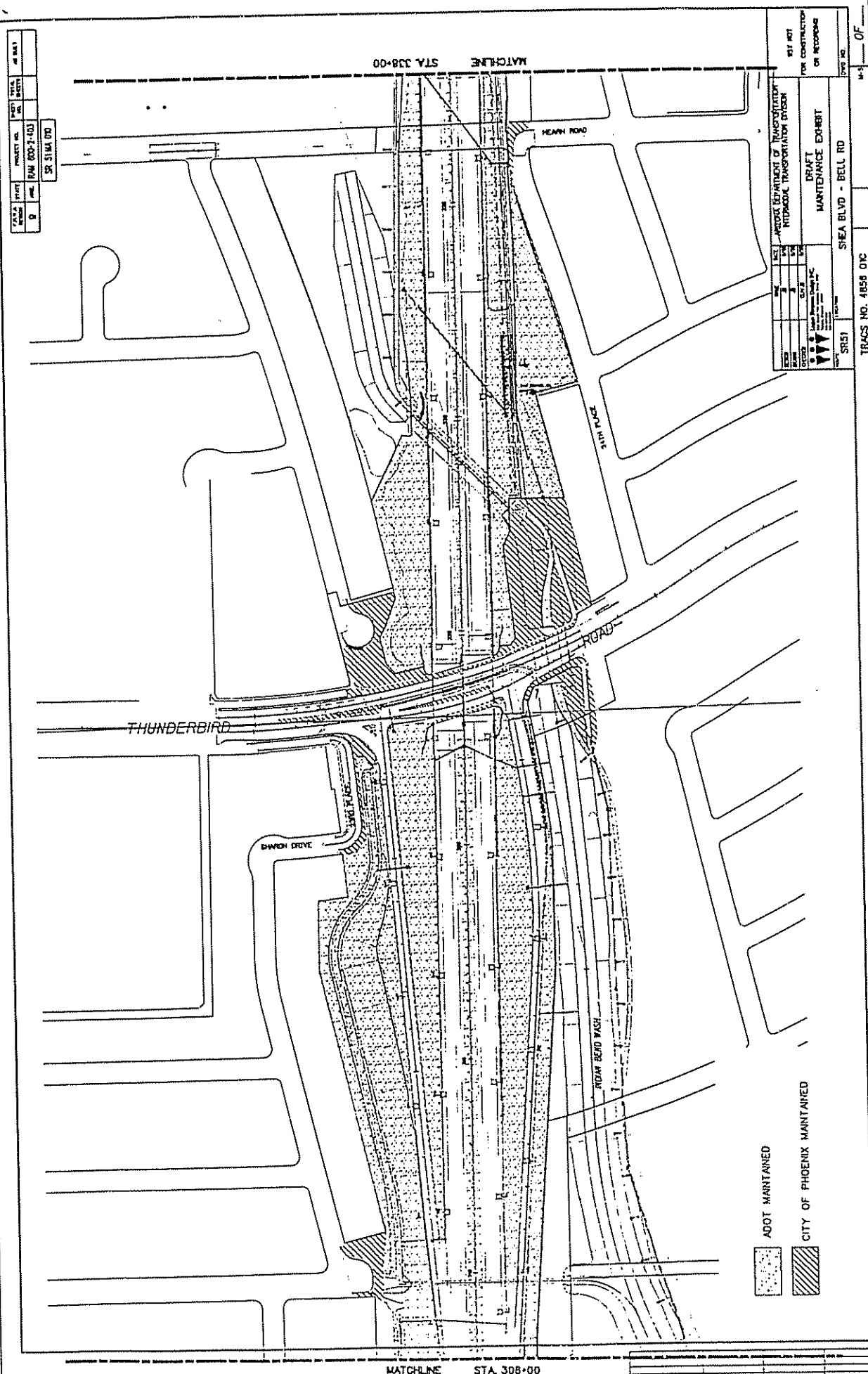
DATE	BY	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
0	0	AM 800-2-103	58	58	
SR 316A 000					



ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION		DESIGN NO.	SR 316A 000
PROJECT NO.		DATE	0
DRAFT		BY	0
MAINTENANCE EXHIBIT		CHECKED BY	0
SHEA BLVD - BELL RD		DATE	0
TRACS NO. 4856 01C		DATE	0
SHEET NO.		DATE	0
SHEET NO.		DATE	0

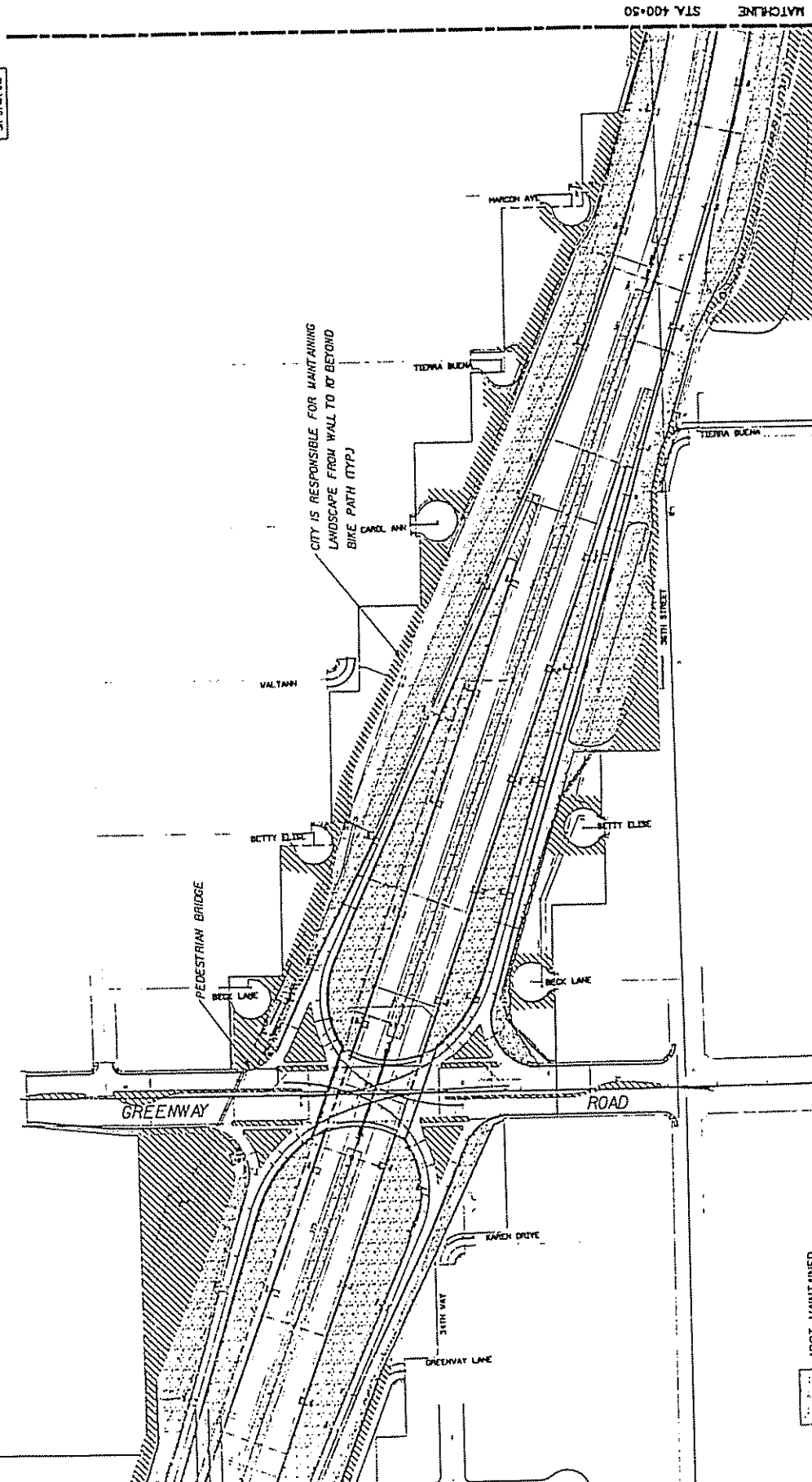
ADOT MAINTAINED
 CITY OF PHOENIX MAINTAINED

CONSTRUCTION DISPLAY ON





DATA ACTION	STATUS	PROJECT NO.	SPEC NO.	TOTAL SLOTS	AS BUILT
9		RAM 600-2-403			

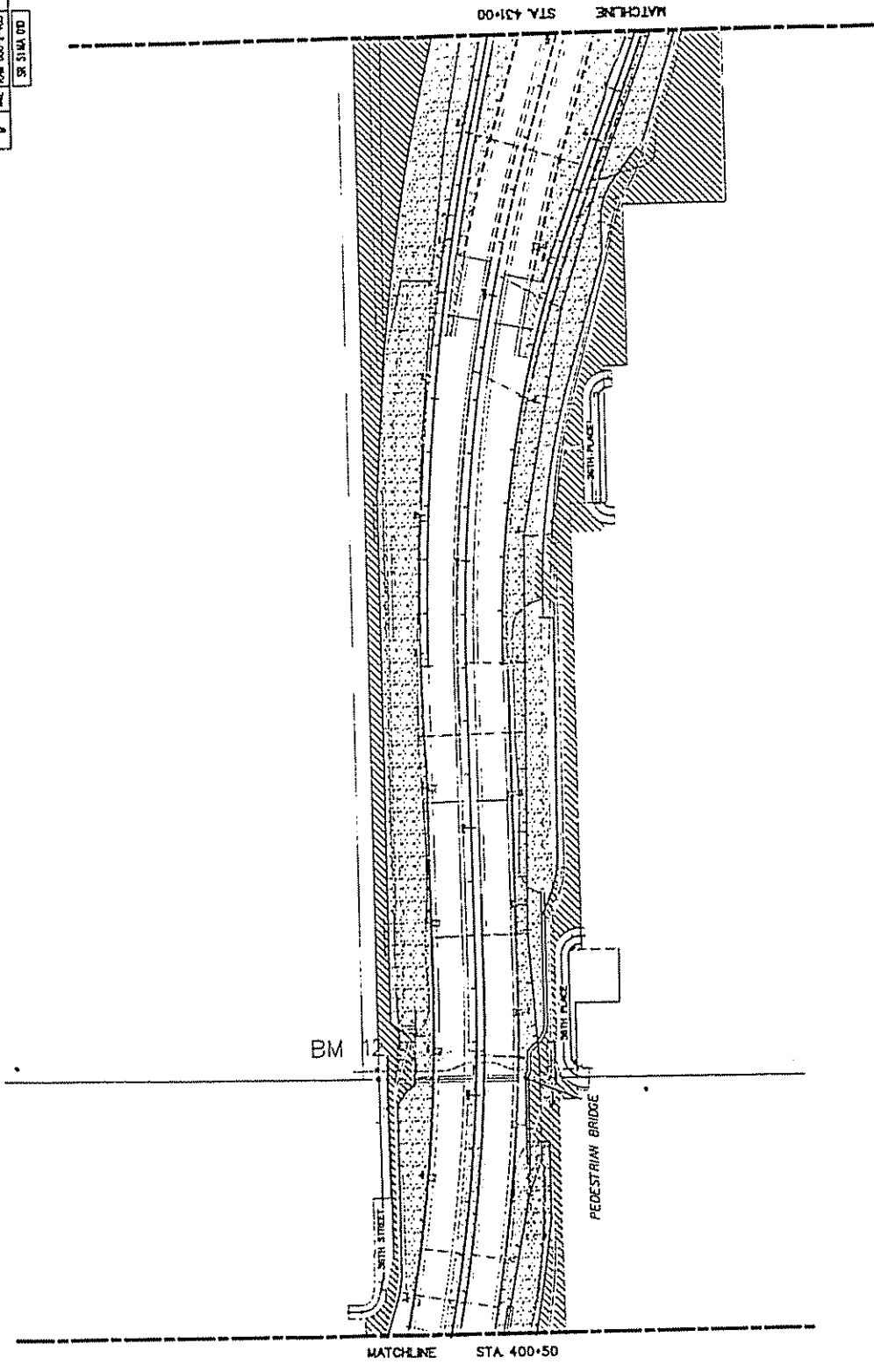
SR 31MA 07D



NATIONAL DEPARTMENT OF TRANSPORTATION MUTATION, TRANSPORTATION DIVISION		DRAFT MAINTENANCE REPORT		FOR CONSTRUCTION OF RECORDING FOR CONSTRUCTION OF RECORDING	
DATE 10/1/54	TIME 10:00 A.M.	LOCATION SHELBY COUNTY	PROJECT SHELBY COUNTY	DRAWING NO. 100-100-100	SHEET NO. 100-100-100
SHEA BLDG - BELL RD					

ADOT MAINTAINED	CITY OF PHOENIX MAINTAINED
	

AREA	DATE	PROJECT NO.	DATE	BY
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DR 51A 00				

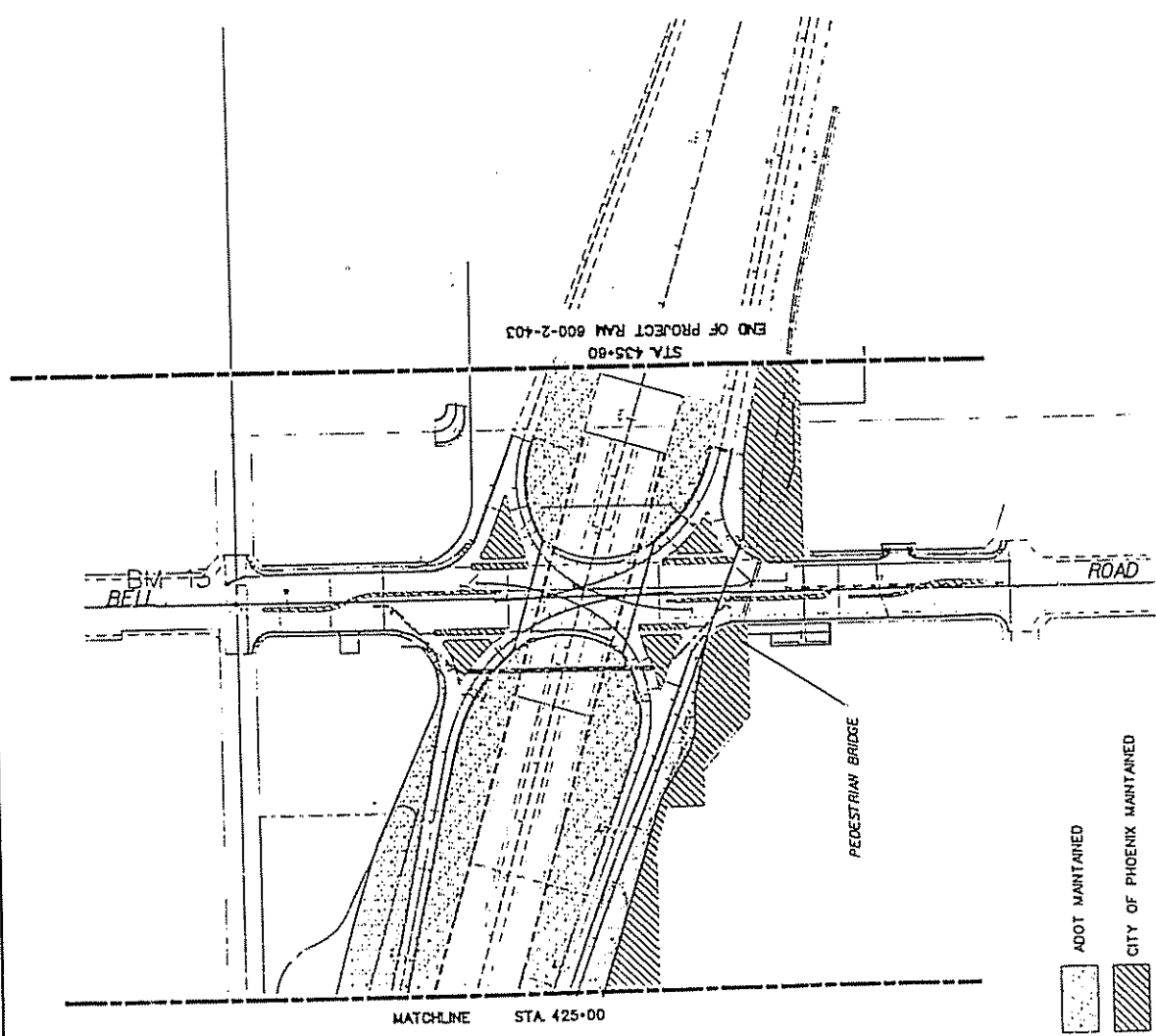


- ADOT MAINTAINED
- CITY OF PHOENIX MAINTAINED

DATE	BY	SCALE	PROJECT NO.	DATE	BY
01/28/00	SR	1"=40'	PM 600-2-103		
DR 51A 00					

ARIZONA DEPARTMENT OF TRANSPORTATION
 PITTSBURGH TRANSPORTATION DIVISION
 DRAFT
 MAINTENANCE EXHIBIT
 SHEET NO. 4858 00
 TRACKS NO. 4858 00
 OF 01

DATE	PROJECT	PROJECT NO.	PROJECT NAME	PROJECT LOCATION
0	0	RAM 800-2-403	SR 51/5A 070	



DESIGN	DATE	PROJECT	PROJECT NO.	PROJECT NAME	PROJECT LOCATION
0	0	0	RAM 800-2-403	SR 51/5A 070	
REGIONAL DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION					
DRAFT MAINTENANCE EXHIBIT					
SHEA BLVD - BELL RD					
TRAFFIC NO. 4858 OIC					
OF					

CONSTRUCTION DISPLAY ON



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX. AZ. 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE : (602) 542-5025

FACSIMILE : (602) 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-2301TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED June 29, 1999.

JANET NAPOLITANO
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/75527

Enc.